



County of Culpeper
302 North Main Street, Culpeper, Virginia 22701

January 6, 2006

County of Culpeper, Virginia
Invitation For Bid
IFB No: PZ-06-0002

STREET SIGN REPAIR/REPLACEMENT

Sealed Bids - INVITATION TO BID. Culpeper County solicits sealed bids to establish a firm price contract to provide installation, repair and/or replacement of street signs throughout Culpeper County on an as-needed basis.

Sealed bids will be received at the Office of the Culpeper County Purchasing Agent, in the County Administration Building, 302 North Main Street, Culpeper, Virginia 22701, at or before 2:00 PM local prevailing time on Wednesday, February 15, 2006. Bids shall be publicly opened and read aloud at that time.

A copy of the Invitation For Bid may be obtained upon request from the Office of the County of Culpeper Purchasing Agent at 302 North main Street, Culpeper, Virginia 22701, Telephone Number (540) 727-3488, or on the Culpeper County's Website at www.culpepercounty.gov

CULPEPER COUNTY, VIRGINIA
PURCHASING AGENT

IFB# PZ-06-0002
Street Sign Repair/Replacement

**COUNTY OF CULPEPER
INVITATION FOR BIDS (IFB)**

Issue Date: January 6, 2006

IFB# PZ- 06- 0002

Title: Street Sign Repair/Replacement

Issuing Department: Culpeper County
Purchasing Department
Attn: Alan H. Culpeper
302 N. Main Street
Culpeper, Virginia 22701

Period Of Contract: April 1, 2006 through March 31, 2007 with option to renew for Three (3) One Year Terms (See Page 7, Section 5.0 for additional details)

Sealed Bids Will Be Received Until 2:00 P.M., February 15, 2006 For Furnishing The Services Described Herein And then Opened In Public.

All Inquiries For Bid Information Should Be Directed To: Pam Schiermeyer, GIS Coordinator, Telephone Number: (540) 727-3404 Fax: (540) 727-3461

BIDS CAN BE MAILED, OR HAND DELIVERED DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE. RETURN COMPLETED: IFB COVER PAGE; EXHIBIT A BID FORM.

Note: Culpeper County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated In Exhibit A, Bid Form.

Name And Address Of Firm:

Date: _____

By: _____

Signature In Ink

Print Name

Title

Telephone Number: _____

e-mail: _____

Fax: _____

FIN: _____

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1.0 PURPOSE

The purpose and intent of this Invitation for Bid is to establish a firm fixed price contract with one qualified firm to provide installation, repair and/or replacement of street signs throughout Culpeper County on an as-needed basis, in accordance with the terms, conditions and specifications contained herein. The Culpeper County Government Procurement Division on behalf of the Culpeper County Board of Supervisors, herein referred to as "County", issues this solicitation.

2.0 SCOPE OF WORK

The Contractor shall provide all equipment, materials, supplies and labor, for the installation, replacement and/or repair of County street signs as specified herein. The Culpeper County E-911 Map Book, showing all locations for the installation of signs, is available at the Office of Planning & Zoning, 302 North Main Street, Culpeper, Virginia 22701. The County will update, as needed, the Specifications and Standards for Street Name Signs as information is provided by VDOT. Revisions or updates to these attachments will be done in the form of a modification to the resulting contract. All signs provided must conform to the Virginia Department of Transportation (VDOT) Road and Bridge Specifications dated January 1994, Road Standards dated January 1, 1993, and Work Area Protection Manual dated January 1987. The County reserves the right to add or delete related item requirements during the term of the contract. Prices for items added to the contract will be negotiated at the time of addition.

- 2.1 Estimated Requirements: The following estimated annual requirements are provided for bidder information purposes only, and do not represent actual volume, which may or may not be experienced. Single Sign indicates a street sign for one street only; Double, designating signs for two streets; Triple designating signs for three streets.

| <u>Description</u> | <u>Past Average Annual Requirements</u> |
|----------------------------------------------|-----------------------------------------|
| <u>New Signs</u> | |
| Single Signs | 26 |
| Double Signs | 4 |
| Triple Signs | 1 |
| Poles | 28 |
| Caps | 28 |
| Cross Piece | 5 |
| <u>Replacements of Existing Signs</u> | |
| Single Sign | 50 |
| Double Sign | 32 |
| Triple Signs | 3 |
| Poles | 38 |
| Caps | 77 |
| Cross Piece | 38 |
| Relocate Existing Signs | 4 |

- 2.1.1 Change in Sign Type: The specifications contained herein represent a change in sign and post design, from past County contracts. These specifications are for the breakaway, square post, with a two-plate, riveted sign; previously, the County has maintained and purchased a round steel post, single street sign design. Bidders should note that their bid price shall be for the new sign design as specified herein, and a price for reinstalling the old post and sign complete unit if no damages have occurred to the entire unit. It is the County's intention to order all new and replacement signs per the specifications contained herein, but to utilize the existing signs and posts if a replacement unit is not needed.

2.1.2 New Signs: Bidders shall be advised that the intention of this solicitation is to provide not only new signs as needed when development occurs throughout the county, but also to maintain and repair signs as required throughout the contract term. The majority of County orders will most likely be for repairs, replacements and maintenance to signs, rather than entirely new signs.

2.2 Primary Road Sign Specifications: The Contractor shall provide the nameplate for Primary and Collector Secondary roads made from .080 gauge flat aluminum, with 3M Hi Intensity encapsulated lens reflected sheet material meeting VDOT Road and Bridge Specifications, Section 701.02(e). The plate shall be 9" wide and 30, 36, 42 or 48 inches in length depending on the number of letters in the name. The spacing and letter style must conform to spacing dimensions shown in the Virginia Supplement to the MUTCD using 6" high Series C upper case letters for the street name and 3" high C upper case for the prefix and suffix. The normal spacing between words shall be the width of the letter H in the same series used in the text. The letters of the name may be reduced to Series B letters and ½" spacing between letters at their closest points when the name will not fit on a standard blank 48" long. The maximum sign length shall be 48" long unless approved by the Contract Administrator. To determine the sign length, the Contractor shall count the letters in the legend giving "i" a value of ½ and "m" and "w" a value of 1 ½, and use the chart below or the specification drawing included in this solicitation.

| <u>Letters in Legend</u> | <u>Name Plate Length</u> | <u>Letter</u> | <u>Spacing</u> |
|--------------------------|--------------------------|---------------|----------------|
| 1 – 4 ½ | 30 | 6C | 1 |
| 5-6 | 36 | 6C | 1 |
| 6 ½ - 7 ½ | 42 | 6C | 1 |
| 8-9 | 48 | 6C | 1 |
| 9 ½ - 10 | 42 | 6B | ½ |
| 10 ½ - 11 ½ | 48 | 6B | ½ |
| 12 – 13 ½ | 48 | 5B | ½ |

2.3 Secondary Road Sign Specifications: The Contractor shall provide the nameplate for local Secondary roads and Subdivision streets made from .080 gauge flat aluminum, with 3M Hi Intensity encapsulated lens reflected sheet material meeting VDOT Road and Bridge Specifications, Section 701.02(e). The plate shall be 6" wide and 24, 30, 36 or 42 inches in length depending on the number of letters in the name. The spacing and letter style must conform to spacing dimensions shown in the 2003 edition of the MUTCD (Manual of Uniform Traffic Control Devices) using 4" high Series C upper case letters for the street name and 2" high C upper case for the prefix and suffix. The normal spacing between words shall be the width of the letter H in the same series used in the text. The letters of the name may be reduced to Series B letters and ½" spacing between letters at their closest points when the name will not fit on a standard blank 42" long. The maximum sign length shall be 42" long unless approved by the Contract Administrator. To determine the sign length, the Contractor shall count the letters in the legend giving "i" a value of ½ and "m" and "w" a value of 1 ½, and use the chart below or the specification drawing included in this solicitation. The Contractor shall indicate PRIVATE streets as required by the County, by the use of the letters "PVT" on the right side of the sign, above the appropriate street abbreviation.

| <u>Letters in Legend</u> | <u>Name Plate Length</u> | <u>Letter</u> | <u>Spacing</u> |
|--------------------------|--------------------------|---------------|----------------|
| 1 – 5 ½ | 24 | 4C | 11/15 |
| 6-7 ½ | 30 | 4C | 11/15 |
| 8-10 | 35 | 4C | 11/15 |
| 10 ½ - 11 ½ | 42 | 4C | 11/15 |
| 12-12 ½ | 36 | 4B | ½ |
| 13-15 | 42 | 4B | ½ |

2.4 Sign Color: The sign background or field shall be high intensity reflectorized sign sheeting in blue, lettering, white.

2.5 Sign Name Plates/Hardware: The Contractor shall provide single-faced nameplates; two nameplates shall be required for a two-way intersection, four plates for a four-way intersection. Nameplates shall be fastened directly to a 2" X 2" square post using two (2) 3/8" X 9/16" drive rivets (Xcessories Squared Part No. DR3878, or equal). Name plates shall be riveted together in each corner using four (4) 3/16" diameter two-piece pop rivets with a grip range of 1 7/8" to 2 1/8" (Cherry Mates No. BSLM-8SP-34 or equal). Nameplates shall be spaced at each corner around rivets using four (4) 5/8" O.D. X 2" long CPVC pipe before riveting together. Each street sign shall require one (1) corner bolt (Xcessories Squared Part No. CB5165 or equal) with one (1) washer nut (Xcessories Squared Part No. FWN516 or equal) and one (1) 2 X 2 inch pyramid raincap (Xcessories Squared Part No. ARC200 or equal). Name Plates shall be mounted to Sign Post starting 1 ½" from top of post to accommodate a 2" post cap. Abbreviations for road, street, etc. must conform to U.S. Postal Service standards or as shown on the list of names provided by the County. Name Plates/Signs shall be manufactured and packaged in accordance with product bulletins and warranty statements of the 3M Company.

2.6 Sign Posts/Hardware: The Contractor shall provide street signposts of a FHWA approved breakaway system design, consisting of an upper signpost and a lower "anchor" (as manufactured by Allied Tube and Conduit, or equal). Wall thickness for the street signpost shall be 0.083 inches. Weight of the street signposts shall be 2.164 pounds per foot. Upper sign posts shall be fourteen (14) gauge 2 X 2 inch square O.D. and ten (10) feet in length, and "anchor posts" shall be twelve (12) gauge 2.25 X 2.25 inch square O.D. and thirty (30) inches in length. All four (4) sides of the street signposts shall have die punch knockouts on one (1) inch centers. Street signposts shall conform to the A.S.T.M. Designation A-570-79 standard specifications for hot rolled carbon sheet steel. Street sign posts shall be finished with a triple coat in-line, hot-dip galvanized zinc coating per AASHTO M-120, followed by a chromate conversion coating and a clear organic exterior coating, and shall have a minimum yield strength of 60,000 p.s.i. The inside surface shall be given a double application of a full zinc based organic coating per A.S.T.M. B-117 standards.

2.7 Installation of Signs & Posts: The Contractor shall install posts by driving the thirty (30) inch 2.23 X 2.25 anchor posts into the soil, leaving two (2) or three (3) inches exposed. The Contractor shall insert the ten (10) foot 2 X 2 inch upper signpost approximately six (6) inches into the anchor post, and shall attach the upper signpost with a corner bolt to prevent sidewall deformation. The Contractor shall attach signs to a ten (10) foot 2 X 2 inch upper signpost, through "punch-out" holes as specified by the manufacturer. For each street name, the Contractor shall direct mount two signs back to back on the sign posts with street names showing, using two (2) drive rivets, and join them at the corners using four (4) two piece pop rivets and four (4) plastic CPVC spacers. The complete post and sign unit shall be rigid when fastened together and shall be theft proof when fastened to the post.

- 2.8 Warranty: The Contractor shall provide all street signs, posts and hardware with a ten-year warranty.
- 2.9 Replacements: The Contractor shall replace posts, signs and entire units as follows.
- 2.9.A Posts: The Contractor shall include in post replacement the removal and disposal of any existing damaged post and hardware, installation of a new post, and attachment of road marker sign(s) to the newly installed post, including any and all hardware needed to reinstall the sign(s) on the replacement post. Post replacement shall also include replacement of the pyramid raincap, if required.
- 2.9.B Signs: The Contractor shall include in sign replacement the removal and disposal of any existing damaged sign(s), the new replacement road marker sign(s) and installation of same, including any and all hardware needed to reinstall the sign(s).
- 2.9.C Entire Unit: The Contractor shall include in the entire unit replacement, the removal and disposal of any existing damaged post, hardware and sign(s), installation of new post, new sign(s), and any and all new hardware required for installation.
- 2.10 Reinstallation/Repair: As noted in Section 2.1.1, the County will notify the Contractor if a reinstallation of an existing, old style sign and post is needed. Pricing for the reinstallation of the old style sign and post is listed on the Bid Form and shall be provided by bidders.
- 2.11 Contractor Responsibilities: The Contractor shall dispose of all debris resulting from the installation of the street posts and signs. The Contractor shall properly identify sign locations as well as contact Miss Utility when necessary; the County will not be held liable for any damages to utilities. The Contractor shall also coordinate installation with VDOT officials, if and when needed.
- 2.11.1 Sign Errors: Name Plates and Hardware that are damaged as a result of poor packaging, rejected because of poor quality, or misspelled by the manufacturer, must be replaced by the Contractor at the Contractor's expense. Misspelled or incorrectly placed signs shall be replaced by the Contractor within two weeks of notification of the error by the County.
- 2.12 Permits: The Contractor shall, at their own expense, secure any permits required in accordance with County and State ordinances, rules, regulations, and codes, prior to installation, replacement or repair of signs. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the services as described herein, the most restrictive shall apply.
- 3.0 TIME OF PERFORMANCE
The County shall provide sign replacement information to the Contractor on the 15th and 30th each month; the Contractor shall be responsible for picking up any signs collected by the County. The Contractor shall provide the services specified herein, within twenty one (21) working days receiving information from the County. County will forward a list of the services required twice a month, but may submit repairs more frequently as the need arises. The staff of the Office of Planning & Zoning is available Monday through Friday, 8:30 a.m. to 4:30 p.m., for any questions the Contractor has regarding spelling or placement of signs/posts.
- 3.1 Emergencies: The County may, on an exceptional basis, request services to be rendered within five (5) working days, if the replacement, installation or repair is considered an *emergency*. An *emergency* shall be defined as any situation where road signs are needed for E-911 purposes based on special needs residences on that particular road. Requests

for *emergency* services will be clearly identified by the County, and will be submitted to the Contractor individually as the need arises.

4.0 CONTRACT ADMINISTRATION

The successful administration of this contract will require close coordination with the Contract Administrator. The Procurement Division has designated the GIS Coordinator as the Contract Administrator. This individual is the interpreter of the conditions of the contract and the judge of its performance. He/she will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness in all aspects of the contract and shall decide all other questions in connection with the contract. Any modifications made must be authorized by the Director of Procurement and issued as a written amendment to the contract.

5.0 CONTRACT PERIOD

The period of this contract shall be from April 1, 2006 through March 31, 2007. The County shall have the right to renew this agreement for three (3) additional one-year terms under the same terms and conditions of the original contract except as stated in 5.1 and 5.2 below. The Contractor warrants that the retread prices shall remain firm for a period of not less than one year from the first date of the contract period. Adjustments to material prices only, may be negotiated only during the sixty-day period prior to renewal. Sixty (60) days written notice will be given to the Contractor if the County desires not to renew this agreement.

5.1 If the County elects to exercise the option to renew the contract for an additional one year period, the contract price(s) for the additional year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the "commodities" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

5.2 If during the first one-year renewal the County elects to exercise the option to renew the contract for the second and subsequent additional one-year periods, the contract price(s) for the second additional one-year period shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the "commodities" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

6.0 EVALUATION AND AWARD

6.1 Bid Prices: The Contractor shall include in all bid prices for installation and/or replacement all associated costs including, but not limited to, materials, hardware, equipment, labor, and disposal of signs/posts. The Contractor shall state pricing for individual components, types of complete sign units, and reinstallation of complete sign unit, as indicated on the Bid Form. The Contractor shall provide a separate hourly labor rate for additional sign work as specified on the bid form.

6.2 Evaluation and Award: The County will evaluate and award to the lowest responsive, responsible bidder, based on the grand total of unit prices for Items 1, 2 & 3 as specified on the Bid Form. The Procurement Division reserves the right to conduct any test it may deem advisable and to make all evaluations. The County also reserves the right to reject any bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its sole interest.

7.0 INSURANCE REQUIREMENTS

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the insurance coverage required on the Insurance Checklist, EXHIBIT B, at the time of award. The County requires the Bidder to furnish a compliant Certificate of Insurance within five business days of request. The Bidder further certifies that the Contractor will maintain the specified coverage during the entire term of the contract and that insurance companies will provide all insurance coverage authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, the County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required with the following provisions:

- **Culpeper County** named as additional insured.
- Cancellation Policy statement shall read: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left but shall impose no obligation or liability of any kind upon the company, its agents or representatives."
- Authorized Representative will need to sign the certificate of insurance.

8.0 METHOD OF INVOICING/PAYMENT:

8.1 Invoicing: The Contractor shall invoice the County at the address as indicated on the County purchase order, and shall issue invoices monthly based on services provided that month. The invoice shall reference the contract number and purchase order number, and shall list the signs/posts replaced or provided for that month. The Contractor is reminded that the unit pricing for this contract shall include all charges associated with fulfilling the sign repair/replacement requirements, including but not limited to installation, materials, hardware, and clean-up; no extra charges allowed.

8.2 Payment: The Contractor will be paid in accordance with invoices submitted, within forty-five (45) days of receive of complete and accurate invoice, or receipt of goods & services, whichever is later.

INSTRUCTIONS TO BIDDERS/OFFERORS

Vendor: These general rules shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Culpeper County. The term "County" as used herein refers to the contracting entity which is the signatory on the contract and may be either Culpeper County, or a political subdivision of the Commonwealth of Virginia, a body corporate and politic, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the County. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the County for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the County's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days, or otherwise specified in the RFP/IFB prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official County form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**
Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification.

The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

- a. The official time used in the receipt of bids/ proposals is that time in the Office of the Culpeper County Procurement Division.
- b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
- c. If the County closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.

6. WITHDRAWAL OF BIDS/PROPOSALS:

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER

TITLE

BID/PROPOSAL DUE DATE AND TIME

**VENDOR NAME AND COMPLETE MAILING ADDRESS
(RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.

11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly.

At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.

12. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

13. **TAX EXEMPTION:** The County of Culpeper is exempt from excise taxation by virtue of exemption certificate No. 54-6001236. The Purchasing Agent will complete such documents as may be necessary for Seller to comply with applicable tax laws and regulations. The price or prices quoted here shall include all other federal and state, direct and indirect taxes which apply.

14. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the County or any agency, public entity/locality or authority of the Commonwealth of Virginia.

15. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

16. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any County representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any County representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

SPECIFICATIONS

17. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

18. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

19. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever

the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances., etc., shall be construed as to the minimum requirements of these specifications.

20. **Condition of Items:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

21. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the County. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
22. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the bulletin board located on 302 North Main Street Culpeper, Virginia.
23. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The County further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the County that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
24. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services and construction produced in Culpeper County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

25. **COMPLIANCE WITH LAWS:** The Seller shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local government, which may in any manner affect the preparation of proposals or the performance of this Agreement, including, without limitation, the Culpeper County, Virginia, Purchasing Resolution, the Culpeper County Code, and the Code of Virginia. Copies of the Purchasing Resolution and the County Code are available for inspection in the office of the Purchasing Agent.

26. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

27. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Culpeper County, relating to the particular goods or services purchased or acquired by the County under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.

28. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.

1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.

2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.

3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.

29. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

2. To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not by construed to be an obligation of the Owner.

30. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.

31. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies, which the County may have.

32. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended,

where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

33. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.

34. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods.

1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of

work performed, subject to the County's right to audit the Contractor's records and/or determine the correct number of units independently; or

3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors, as applicable.

35. **INDEMNIFICATION:** In the event Seller, its employees, agents, subcontractors, or representatives enter premises occupied by or under the control of County or third parties in the performance of this Agreement, Seller shall save, defend, hold harmless and indemnify the County, and all of its officers, departments, agencies, agents, and employees (collectively "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or personal injury to any person, including Seller's employees, of whatsoever nature or kind arising out of, as a result of, or in connection with such performance occasioned in whole or in part by the actions or omissions of Seller, its employees, agents, subcontractors, or representatives. Without in any way limiting the foregoing, Seller and its subcontractors shall maintain public liability and property damage insurance in reasonable limits to covering the obligations set forth above, and shall maintain Workman's Compensation insurance as required by law covering all employees performing under this Agreement.

36. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation,

possession or use of any controlled substance or marijuana during the performance of the contract.

DELIVERY PROVISION

37. TERMINATION:

A. Termination For Default. The contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the work, and thereafter until the Contractor has met all requirements and conditions relating to the work under the Contract Documents following the contract term, including warranty and guarantee periods. However, the County will have the right to terminate the contract sooner if the Contractor has failed to perform satisfactorily the work required, as determined by the County in its discretion. In the event the County decides to terminate the contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen days written notice before the termination takes effect. Such fifteen day period will begin upon the mailing of notice by the County. If the contract is terminated for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation only for all contract services satisfactorily performed by the Contractor and allocable to the contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the work covered by the contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract. The Contractor shall not be entitled to any compensation for any lost profit, consequential damages or any sums except or expressly set forth herein.

Except as otherwise directed, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

B. Termination For Convenience. The performance of work under the contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

The contractor will be entitled to receive compensation only for all contract services satisfactorily performed by the contractor and allocable to the contract. The contractor shall not be entitled to any compensation for any lost profit, consequential damages or any sums except or expressly set forth herein.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

38. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:30 a.m. – 4:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

39. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

40. **INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.

41. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.

42. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

43. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the County.

44. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. Purchase Order Number,
2. Name of Article and Stock Number,
3. Quantity Ordered,
4. Quantity Shipped,
5. Quantity Back Ordered,
6. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

45. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by Culpeper County, shall submit such protest in writing to the County Purchasing Agent no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible Bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Purchasing shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeree appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.

46. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the County Purchasing Agent no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the County Board of Supervisors within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the Board of Supervisor's decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Supervisor's shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the Board of Supervisors fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

47. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the County.

SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the County, whichever is sooner. The agency, its authorized agents, and/or County auditors shall have full access to and the right to examine any of said materials during said period.
2. **USE OF PREMISES AND REMOVAL OF DEBRIS:**
 - a. The contractor shall:
 - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 - b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
 - c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
 - d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.
 - e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.
 - f. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs, which will be scheduled at the convenience of the owner.
3. **PROTECTION OF PERSON AND PROPERTY:** The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
 - a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
 - b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
 - c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
 - d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the General Terms and Conditions.
4. **WORK SITE DAMAGES:** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to County satisfaction at the Contractor's expense.

EXHIBIT A
BID FORM
CULPEPER COUNTY
INVITATION FOR BID (IFB) #PZ-06-0002

Street Sign Repair/Replacement

BID NUMBER AND OPENING DATE SHOULD BE CLEARLY MARKED ON FRONT OF ENVELOPE.

The bidder agrees to furnish all labor, materials, and equipment necessary to perform the work called for in the Solicitation Documents of IFB#PZ-06-0002, with all Addenda thereto at the firm fixed prices specified below.

1) Installation and/or replacement of Sign Components as specified:

| <u>Description</u> | <u>Unit Price</u> |
|------------------------------------------------------------------------------------------------|-------------------|
| A. Post, including upper sign post, lower "anchor", raincap & hardware. | \$ _____ |
| B. Single or one (1) Street Sign, consisting of two name plates and all associated hardware | \$ _____ |
| C. Double or two (2) Street Signs, consisting of four name plates and all associated hardware | \$ _____ |
| D. Triple or three (3) Street signs, consisting of Six name plates and all associated hardware | \$ _____ |

2) Installation and/or replacement of Entire Unit as specified:

| | |
|----------------------------------------------------------------------------------|----------|
| A. Single Street Sign with all hardware, and Post, including anchor and raincap. | \$ _____ |
| B. Double Street Sign with all hardware, and Post, including anchor and raincap. | \$ _____ |
| C. Triple Street Sign with all hardware, And Post, including anchor and raincap. | \$ _____ |

3) Reinstallation only, of Entire Unit, either type, NEW STYLE where all materials are present(no new materials required): \$ _____

4) Reinstallation only, of Entire Unit, either type, OLD STYLE where all materials are present(no new materials required): \$ _____

5) Labor rate for other sign work if needed: \$ _____/hour

GRAND TOTAL OF ALL UNIT PRICES, Item 1, 2, 3 & 4: \$ _____

RETRUN THIS AND THE FOLLOWING PAGE

IFB# PZ-05-0002

Street Sign Repair/Replacement

NON-COLLUSION: The party making the foregoing bid hereby certifies that such bid is genuine and not collusive or sham; that said bidders has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the County or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of the County or the Commonwealth of Virginia. Bidder also certifies by signing this Bid that no conflict of interest exists between Contractor and the County that interferes with fair competition and no conflict of interest exists between Contractor and another person or organization that constitutes a conflict of interest with respect to the contract with the County.

Undersigned bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Invitation to Bid and hereby submits this bid pursuant to such instructions and specifications, without exception.

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID

SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID

DATE

Receipt of the following Addenda are acknowledged:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

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CULPEPER COUNTY EXHIBIT B**INSURANCE CHECKLIST**

("X" means the coverage is required; "N/A" means "Not Applicable.")

Coverages Required**Limits (Figures Denote Minimums)**

- | | | |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>X</u> | 1. Workers' Compensation & | Statutory limits of Comm. of Virginia |
| <u>X</u> | 2. Employers' Liability | \$100,000 accident, \$100,000 disease, \$500,000 policy limit disease |
| <u>N/A</u> | 3. USL&H Endorsement | Statutory |
| <u>X</u> | 4. General Liability | \$1,000,000 |
| <u>X</u> | 5. General aggregate applies per project (CGL) | (Items No. 4-10 and 12 require \$500,000 combined single limit for bodily injury and property damage each occurrence with \$1,000,000 general aggregate that applies to project under contract) |
| <u>X</u> | 6. Premises/Operations | |
| <u>X</u> | 7. Independent Contractors | |
| <u>X</u> | 8. Products | |
| <u>X</u> | 9. Completed Operations | |
| <u>X</u> | 10. Contractual Liability | |
| <u>X</u> | 11. Personal Injury Liability | \$1,000,000 each offense and aggregate |
| <u>X</u> | 12. XCU Coverages | |
| <u>X</u> | 13. Automobile Liability | \$1,000,000 Bodily Injury & Property Damage each accident, <u>and</u> uninsured motorist endorsement |
| <u>X</u> | 14. Owned, Hired & Non-owned | |
| <u>X</u> | 15. Motor Carrier Act Endorsement | |
| <u>X</u> | 16. Umbrella Liability | \$1,000,000 BI, PD, & Personal Injury |
| <u>X</u> | 17. General aggregate applies per project (Umbrella) | |
| <u>N/A</u> | 18. Garage Liability | \$_____ BI & PD each occurrence |
| <u>N/A</u> | 19. Garagekeepers' Legal Liability | \$_____ Compr. - \$_____ - Coll. |
| <u>X</u> | 20. County named as additional insured on other than W/C & Auto. This coverage is primary to all other coverages the County may possess. | |
| <u>N/A</u> | 21. Other Insurance Required: | |
| <u>X</u> | 22. Forty-five (45) Days Cancellation, non-renewal, material change or coverage reduction endorsement required. The words "endeavor to" and "but failure to" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates. | |
| <u>X</u> | 23. Best's Guide Rating: "A-" VII or better, or its Equivalent | |
| <u>X</u> | 24. The Certificate Must State Bid Number and Bid Title | |

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

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EXHIBIT C
Reference

IFB# PZ-05-0002
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CONTRACTOR DATA SHEET

1. Qualification of Bidder: The Bidder shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. Years in Business: Indicate the length of time the Bidder has been in business providing the goods/services in this solicitation: _____ Years _____Months.
3. References: Bidders shall provide a listing of at least three (3) references for whom the company has provided specified goods/services of the same or greater scope within the last three (3) years.

Culpeper County cannot be a reference.

| | | | |
|----------|----------------|---------------|----------------|
| 1 | Customer Name: | Contact Name: | Contact Title: |
| Address: | | | Phone No. |
| | | | Fax No. |

| | | | |
|----------|----------------|---------------|----------------|
| 2 | Customer Name: | Contact Name: | Contact Title: |
| Address: | | | Phone No. |
| | | | Fax No. |

| | | | |
|----------|----------------|---------------|----------------|
| 3 | Customer Name: | Contact Name: | Contact Title: |
| Address: | | | Phone No. |
| | | | Fax No. |

| | | | |
|----------|----------------|---------------|----------------|
| 4 | Customer Name: | Contact Name: | Contact Title: |
| Address: | | | Phone No. |
| | | | Fax No. |

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